

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY  
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ELECTRONICALLY FILED  
DOC #:  
DATE FILED: 1/27/10

CRAIG WASHINGTON and NORKA WASHINGTON,

Plaintiff,

- against -

THE CITY OF NEW YORK, SGT. THOMAS KEHRLI,  
LT> ORSKY, DEPUTY INSP. SALVATORE COMODO,  
SGT. DONALD McMASTER, DEPUTY CHIEF  
JOELLEN KUNKEL, CAPT. EDWARD EDWARDS, LT.  
JAMES SCULLY, SGT. ROBERT DOWD, CAPT.  
PABLO MARTINEZ, LT. SEAN JORDAN, SGT.  
THOMAS RICE, DET. DENIS O'SULLIVAN, CHIEF  
CHARLES CAMPISI, CAPT. KENNETH DONOVAN,  
CAPT. EDWARD THOMPSON and P.O.s JOHN and  
JANE THE NYPD #1-30, individually and in their official  
capacities (the names John and Jane The NYPD being  
fictitious, as the true names are presently unknown),

Defendants.

**STIPULATION AND  
ORDER OF SETTLEMENT  
AND DISCONTINUANCE**

05 Civ 8884 (LAP)

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**WHEREAS**, plaintiff, NORKA WASHINGTON has commenced the above  
captioned action<sup>1</sup>; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiff's  
allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this action,  
without further proceedings and without admitting any fault or liability;

<sup>1</sup> And all claims presented by plaintiff, CRAIG WASHINGTON, have been dismissed in  
the Court's Summary Judgment decision dated June 5, 2009.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. This action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. In full satisfaction of all claims that were or could have been raised in this action, including claims for costs, expenses and attorneys' fees, the City of New York agrees to pay plaintiff twenty-one thousand dollars and no cents (\$21,000.00). The payment to plaintiff shall be made in a check payable to: "Walker G. Harman, Jr., Esq. as attorney for Norka Washington." This check will be sent to plaintiff's attorney, Walker G. Harman, Jr., Esq., 19 Fulton St., suite 408, New York, New York 10038.

3. In consideration for this payment, plaintiff agrees to dismiss with prejudice all claims against defendants and to release defendants, and any present or former unnamed employees or agents of the New York City Police Department and the City of New York from any and all claims, liabilities or causes of action which were or could have been asserted by her based on any act, omission, event or occurrence occurring from the beginning of the world up to and including the date of the execution of the general release referred to in paragraph "5" below, including any and all claims which were or could have been alleged by her in the complaint and the amended complaint in this action, including all claims for attorneys' fees and costs.

4. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a general release and an affidavit of no liens. Plaintiff's counsel shall execute and deliver to defendants' attorney a form W-9.

5. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, the New York City Police Department, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This settlement agreement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations. Plaintiff further agrees that neither the filing of the complaint in this action, nor the settlement of this action, shall be asserted by her in any other litigation or proceeding, as evidence of wrongful conduct on the part of the City of New York or on the part of any present or former employees of the City of New York.

6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department.

7. This settlement agreement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this settlement agreement regarding the subject matter of the instant action shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
~~October 30~~, 2009  
November

THE HARMAN FIRM, P.C.  
Attorneys for Plaintiff  
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(212) 425-2600

By: Walker G. Harman, Jr.  
WALKER G. HARMAN, Jr., Esq.

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City of New York  
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(212) 788-0881

By: James M. Lemonedes  
JAMES M. LEMONEDES  
Assistant Corporation Counsel

SO ORDERED:

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U.S.D.J.

The Clerk of the Court Shall  
mark this action closed and all  
pending motions denied as moot.

SO ORDERED:

Loretta A. Preska  
LORETTA A. PRESKA, U.S.D.J.

January 27, 2010